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*** Notices to Subscribers and Contributors will be found on Page xi.

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Current Topics.

Mistaken Identity.

THE CASE of Major SHEPPARD has just been followed, it would seem, by another remarkable case of "Mistaken Identity" and there is no doubt that public opinion is beginning to feel seriously uneasy as to the dangers of conviction based on the identification on the lines at present used by our criminological experts of a person only seen once or twice. The great difficulty about all methods of police court identification, however fairly conducted, is this: The police get a description of the wanted person and, of course, they arrest only someone who resembles this description. The witness imagines that the police have laid their hands on the guilty party, and, therefore, is predisposed to find him in the paraded group. He therefore instinctively tends to pick out the *likeliest* of the group. But *ex hypothesi* the accused is the *likeliest* in appearance; had he not been so, he would probably not have been arrested. This difficulty exists even where the police succeed in getting persons who on the whole are of similar build and social class; in other words it exists even where the identification is conducted with a scrupulous and conscientious anxiety to be fair. The result is that a conviction based to any large extent on evidence of identity must always be a matter of doubt. But in some murder trials, in charges of robbery with violence, and in some classes of sexual offences, evidence of identity is vital to the proof. Yet these are just the cases where the punishment, death or flogging, as it is for some of these crimes, is of the most irrevocable and terrible kind. Frankly, we fear that in the case of the latter two classes of crime, the conviction and ruin of innocent persons, victims of mistaken identity, is much commoner than is usually supposed.

The State of Tennessee.

THE DAYTON anti-evolution trial, whatever else may be said of it, has drawn the attention of lawyers to the somewhat primitive character of legal proceedings in Tennessee. That State, in this respect, is very typical of nearly all the Southern States, except perhaps Virginia and Louisiana which boast a polished culture, and also of some States in the Prairie and Mountain Middle West. The Far West, however, California and Colorado and Oregon, is nowadays a land which rivals New York or Chicago in punctilious devotion to the niceties of forensic etiquette and to the adornment which is derived from sound legal scholarship. Tennessee is in many ways an interesting State, it has had a remarkable legal history; as a citizen of Tennessee, Mr. ROBERT BURCH, points out in a recent issue of *The Times*: "Tennessee was admitted to the Union in 1796, the third after the original thirteen States, and has a history of achievement of which any community of Anglo-Saxon people anywhere may well be proud. It has furnished three Presidents, only two States of the forty-eight—Ohio and Virginia—surpassing it in this respect. It is an educational centre of first importance, students from every State in the Union and from foreign countries attending its colleges and universities; and, eliminating the negro population, it stands in the front rank in cultural development of the States of the Union. When the Great War broke out the Chancellor of Vanderbilt University, Dr. KIRKLAND, was the first American educator of prominence to declare that the time had come for neutrality to cease and for America to take its place along the side of the Allies. The name 'Volunteer State' was given to it because of the readiness of its sons to offer their services whenever danger imperilled their country, and they have taken a conspicuous part in every war America has fought. Tennessee is of the old South, its people maintaining the traditional hospitality of that section and exemplifying in their life the motto of the ancient Lincolnshire family, of whom it was said by WASHINGTON IRVING that 'All the brothers were brave, and all the sisters virtuous.' The State's first Governor, General SEVIER, commanding Tennessee troops, was one of the gallant officers of the Revolutionary War."

Andrew Jackson's State.

BUT, OF COURSE, the greatest son of Tennessee was the celebrated President, ANDREW JACKSON, one of the most eloquent lawyers of his day. When President he defied the decrees of the Supreme Court and of Chief Justice MARSHALL,

saying in a famous phrase: "JOHNNY MARSHALL has delivered his judgment; let JOHNNY MARSHALL execute it." ANDREW JACKSON, commanding Tennessee and Kentucky troops, was the victor in the war of 1812. Tennesseans, under CAMPBELL, gained immortal fame in the war with Mexico, and in the war between the States Tennessee, with a white population of three-quarters of a million people, furnished 120,000 soldiers to the Confederate Armies and 30,000 to the Northern Armies, and a long list of officers of high rank and distinction, among them being Lieutenant-General NATHAN BEDFORD FOREST, the great Confederate cavalry leader. When America entered the Great War, Tennesseans in every walk of life rallied to the Colours as of old. One of the noted personal heroes, of the tens of thousands, of the Great War was Corporal ALVIN YORK, a Tennessean; and the commander of the fleet convoying U.S. troops across the Atlantic, Admiral GLEAVES, is a Tennessean.

An American Lawyer.

ABRAHAM LINCOLN plays so great a part in the history of the United States, and indeed of civilization, that one is apt to forget he was first and foremost a lawyer from Kentucky, the State next door to Tennessee, and very similar in its general conditions, when the accident that he was elected President by a split vote made him a statesman almost *malgrè lui*. It is curious how many of the great American Presidents have been lawyers; indeed ALEXANDER DE TOCQUEVILLE, in his "Democracy in America," said that in the United States lawyers took the place occupied by the aristocracy in Europe. That epigram, however, if it was true a century ago, is certainly not very true to-day. The millionaire class has meantime risen to immense social and political importance. But amongst the lawyer-presidents of America we have all the greatest except WASHINGTON and ROOSEVELT. JEFFERSON, ANDREW JACKSON, ABRAHAM LINCOLN, GROVER CLEVELAND, and WOODROW WILSON were all lawyers. ABRAHAM LINCOLN, by the way, was not merely a lawyer and a politician, but in the days of his youth a militia captain as well, although his elevation to the Presidency prevented him seeing *in propria persona* any fighting in the Civil War. A good story of the days when he was a young militia officer, as well as a rising lawyer, is told amongst American lawyers. Marching his men along a road, he came to a gate. He did not know the word of command or the formation appropriate to get his men through the gate. But he proved equal to the occasion. "The company is dismissed for two minutes," he called out, "after which it will fall in on the other side of this fence. Fall out." Barristers and solicitors who have shouldered a rifle in the ranks of the "Devil's Own" will remember similar stories about English legal luminaries who held commissions for a season in that corps.

The Charge of "Habitual Criminal."

ONE WOULD imagine it to be a somewhat elementary proposition that where an accused person is arraigned for offences to which he pleads "Not Guilty," the clerk of the court should not go on to take, in the presence of jurors who may have to try him, a further plea to a count charging the prisoner with being an "habitual criminal." Such a charge is obviously calculated to inform the jury that there are previous convictions against the accused; and this, in the interests of a fair trial, is generally agreed to be undesirable. The case is not so bad where the arraignment takes place on one day and the trial on the next; but even then there is very serious danger of some juryman remembering the arraignment to the disadvantage of the accused. So obvious is all this that one is rather surprised to find how often it is overlooked in courts where one might reasonably expect better things. In the recent case of *Rex* v. *Tyreman*, 19 Cohen's Criminal Appeal Cases, p. 4, the Court of Criminal Appeal once more had occasion to animadvert on this practice, although, as a matter of fact, their ruling was somewhat weakened in moral effect by their refusal to quash the convictions on the substantive indictment, because they held that the evidence was too clear to leave room for fears that there might have been a miscarriage of justice involved in the conviction. In this appeal, however, a further mistaken practice disclosed itself of an almost equally surprising kind. Here the prisoner had been previously convicted of being an habitual criminal and sentenced to "Preventive Detention," but this sentence had been remitted by the Home Office on the recommendation of the Court of Criminal Appeal as the result of its finding in *Rex* v. *Norman*, 1924, 2 K.B. 315. Yet this remitted conviction of Preventive Detention was alleged against the prisoner as one of the grounds for adjudging him an "Habitual" in his subsequent trial in the present case. The Court of Criminal Appeal, in our view very properly, quashed the conviction of being an "Habitual Criminal" and expressed its view that the practice followed below was not admissible.

Lis Pendens.

A propos of the stale and antiquated chestnut about *Lis Pendens* which THE SOLICITORS' JOURNAL printed a fortnight ago, writes an esteemed contributor who hails from LINCOLN'S INN, perhaps your readers may not have heard the latest form of this veracious anecdote which at present is in vogue amongst conveyancers. Amongst the charming lady students who brighten the Inns of Court, so runs the latest form of this very old story, at least one is a stalwart champion on all occasions of all the rights, the privileges, and the immunities which her sex enjoy. She is reading with a barrister in Lincoln's Inn, and on her first attendance he sent into the pupil-room an abstract which contained this line: "*Lis Pendens*, Charge on the Estate, 21st March, 19—, Registered No. —," a somewhat strange entry on an abstract, by the way, but we will let that pass. Next morning when the conveyancer arrived in chambers, he found this abstract back on his table. The entry quoted was surrounded with bold red lines, and in the margin was an indignant mark of exclamation coupled with the words "See Note at Foot." The footnote, also in vigorous red, ran something like this: "In the interests of feminine rights and of public decency, I must protest against this very offensive entry. In the first place, it is extremely ill-bred to refer to a lady by a vulgar abbreviation of her Christian name. In the second place, to call her a "Charge on the Estate" is adding insult to injury; it suggests that she is a chattel or a chose-in-action, a gross affront to woman who has long since outlived the chattel period of her status. Lastly, although this is a mere matter of taste and not of moral or legal right, it is not usually considered polite to indicate a lady's age or refer to the Registry of Births where it is to be found." It so happened that the conveyancer was far too busy to read the note, so he simply followed his usual habit and endorsed it in red pencil, "Please draft Requisitions to meet the point raised in your note," and sent the papers back to the pupil-room! And here the story comes to an abrupt conclusion after the very provoking habit of all good stories. As to its veracity or probability we say nothing.

Schemes under the Commons Act, 1899.

IN addition to the schemes under the Commons Act, 1899, approved last year, draft schemes were submitted by eight other district councils affecting the following commons: Rye Mead in the Parish of Chepping Wycombe (Bucks), Felton in the Parish of Winford (Somerset), Stockwell and Common Apse (or Longwood) in the Parish of Woodmancote (Glos.), Seal Chart, Fawke, Bitchett and other portions of waste lands and roadside wastes in the Parishes of Seal and Sevenoaks Weald (Kent), Brownhills in the Parish of Norton Canes (Staffs), Gresley in the Parish of Church Gresley (Derby), Sling and Hollies Hill in the Parishes of Belbroughton and Clent (Worcs) and Belmot Green in the Parish of Tutbury (Staffs). A scheme relating to Llanddona Common (Anglesey) was abandoned.

Mistake affecting Validity of Marriage.

ONE of the strangest cases which have come before the Divorce Court of recent years is that of *Valier* v. *Valier, otherwise Davis*, ante, which came before Lord MERRIVALE in the closing month of Trinity Term. It raised the question whether a marriage is invalid where one of the two contracting parties, being of full age and normal mental capacity, claims to have it annulled on the ground that he did not appreciate the marriage ceremony, when performed before a registrar, to be a binding contract of marriage. Lord MERRIVALE, having accepted as proved the case for the petitioner to this effect, in fact held the marriage void and granted a nullity decree. The facts are very curious, and must be stated in order that the point raised may be appreciated. But before stating the facts, a word or two had better be said as to the principle of law involved.

It is trite law, of course, that a contract is void if entered into by the parties under a *mutual* mistake as to an *essential* fact on which it is based. The mistake, according to ANSON, and, indeed all the text books, may be an essential error if it is any one of the following kinds: first, mistake as to the existence of the other contracting party; second, mistake as to the identity of that party; third, mistake as to the existence or identity of the subject matter contracted about, *e.g.*, the identity of the article sold in a contract of sale; fourth, mistake as to the nature of the contract, *e.g.*, mistake of a sale for a loan or a bill of exchange for a guarantee; and, lastly, mistake as to the quality of the promise of one party, known to the other party. The famous example of the fifth case is the "Old Oats Case," *Smith* v. *Hughes*, where a purchaser believed he was buying new oats, but said that the vendor knew the oats were old and also knew that the purchaser thought he had been promised new oats; the case was sent back for trial of this issue. We have never been able to see where the "mutuality" of the mistake came in here; indeed, in most cases, decided on this principle, as in *Smith* v. *Hughes*, there would appear to be alleged not mutuality of mistake at all, but either fraud or misrepresentation on the part of one of the parties. Fraud or misrepresentation, however, even when they are put at their highest, only avoid a contract as from the date when the victim claims rescission; they do not render it void *ab initio*; therefore the victim is liable to find his remedy defeated by some equity or right acquired by an innocent third party between the date of the *injuria* and that of his own claim to have his bargain rescinded. Therefore, in most cases of this kind, in order to show that the contract is completely null, it is necessary to establish "essential error," and this, no doubt, is why in most of the cases decided upon this principle the courts have usually struggled to discover "mutuality" in the mistake.

Now, although marriage is a status, the gate of entrance into it is a contract, and therefore, the principles which govern the validity of a marriage are *prima facie* those which regulate the validity of any other contract; this is subject, of course, in the case of marriage as in the case of any special contract to special customary rules of its own or to statutory modification of the rule of law. At all events, it is quite clear that marriage, like other contracts, is subject to the rule which renders a contract void *ab initio* for "essential error" or "mutual mistake." as distinct from a mere minor error which falls short of the five recognized types enumerated in our last paragraph. Indeed, the classical illustration of "essential error" in Roman Law was taken from the contract of marriage. If Gavin marries Sempronia in the belief that she is Livia, so runs the Roman rule, then, this is an error as to the identity of the other contracting party and therefore an "essential error," which [in the absence of subsequent ratification] avoids the contract altogether; but if Gavin marries Sempronia believing her to be rich, good-tempered, and virtuous when in fact she is poor, ill-tempered, and no better than she should be, this is mere error as to *quantum* of merits on her part and is not an "essential error," so that the marriage is not void.

It seems clear, then, that a marriage will be void *ab initio* if there has been "mutual mistake" or "essential error" as to the term of the contract, and that a mistake as to the nature of the ceremony is of such a kind as to satisfy the requirements necessary to establish "essential error"; it is indeed, within the fourth category of the five classes of "mutual mistake" discussed above. But, obviously, it is necessary to show that the party seeking to have the marriage annulled could reasonably have misunderstood what he was doing; the consequences of marriage, especially if consummated, are too serious to allow of the tie being unloosed unless there was a fundamental misconception of the effect of the ceremony accompanied by the lack of any ratification afterwards, by conduct or otherwise. "Mistake" as in the "Old Oats Case," will be established by showing (1) that one party did not understand at all the character of the ceremony, and (2) that the other party *knew he did not understand what he was promising*. The guilty knowledge of the other contracting party seems essential in all such cases in order to establish "essential error"; this guilty knowledge consists of three elements: (1) knowledge by A that the contract is not what it purports to be, (2) knowledge by A that B supposes it to be what it purports to be, and (3) knowledge by A that B believes A to be promising what he is not promising. If this element is proved, and if this mistake can be reasonably explained, the court will grant a decree of nullity.

Having thus suggested the relevant principle of law, it is necessary to mention the facts of *Valier* v. *Valier, supra*, in some little detail, for they were very important. The petitioner was a young Italian Count residing at present, in England, but very imperfectly understanding English customs, and the English language, who had met a young lady at a London club and had been asked by her to do her a favour by going through a ceremony with her, which she said would be a great help to her. It was not cleared up in the course of the case why the lady wanted this at all; it may have been a practical joke—she was evidently a merry and high-spirited young woman—or there may have been some design not apparent at the trial. At any rate the Count consented to oblige, and was taken to a registry office where he was duly married and signed the book. He did not appreciate that this was a marriage ceremony, for in Italy, it seems, a formal betrothal precedes at an interval of time the real marriage ceremony, and the Count thought that he was only being betrothed or something of that kind. The marriage was never consummated or ratified by the Count, who soon afterwards went abroad.

He received some years later a letter from the lady saying she had obtained a decree *nisi* against him, whereupon he married another lady in Italy. Out of this arose two cross-petitions in the Divorce Court, one by the Count asking for nullity, and the other by the lady asking for a divorce on the ground of desertion and bigamy. The first suit succeeded and the second was dismissed, but, nevertheless, in accordance with the highly inequitable rule which *prima facie* burdens a successful husband with his wife's costs, the Count had to pay the respondent's costs. The present proceedings had been taken by the Count because a prosecution for bigamy had been initiated against him in Italy, but suspended till the English courts had pronounced on the validity of his English marriage. The respondent, it should be added, neither gave evidence nor called any witnesses, although the suit cannot be called undefended as she was represented by counsel at the hearing.

One other point requires to be mentioned in connection with the facts of this strange case. Although the petitioner was held not to have ratified the marriage, he was at first willing

to do so, had the respondent lived with him and consummated the marriage; but this, according to his evidence, she never would do. Nearly a year after the marriage, in August, 1917, the respondent called upon him and asked him to get her an Italian passport by registering the marriage at the Italian Consulate. The British and Italian authorities would not grant a passport as the marriage had never been registered as the Italian law required. The petitioner and a friend, named Modiano, went to the Italian Consul and confirmed this. He then drew up a document drafted by Modiano and gave it to the respondent. That document was as follows:—

"Since I've seen you this morning I found out that the Italian Consulate is unable to do anything on your behalf unless I first register our marriage with them. It was my intention to do that the very first week I married you; but you clearly made me understand the inopportunity of such a step and I did not. The greatest aim of my life is to get my freedom back and no doubt you want the same. As the Italian law does not recognize divorce we should be wife and husband for ever, but which honestly I obj. ct to as well as you do, I suppose. I, therefore, see myself compelled to refuse to comply with your desire in order to safeguard my possible future freedom."

In 1918 he went to Italy to serve in the Italian Army, and in 1920 he received a letter from the respondent, in which she said that she had found his address by chance, and was going to take steps to get a divorce. He replied that he was quite agreeable to the annulment of the marriage, and was only puzzled as to why she had ever married him. She answered that by a letter informing him that she had got a "divorce *nisi*." He therefore regarded himself as free and on 2nd December, 1922, he married his present wife, with the result just described.

In all the circumstances of this case, Lord MERRIVALE undoubtedly made a wise exercise of his discretion in holding that the marriage was null; but at the same time it is obvious that the case presents grave difficulties. The first difficulty consists in seeing how the petitioner's mistake as to the character of the ceremony before the registrar could possibly be deemed "reasonable"; with a little care he could have ascertained its true character. The second difficulty concerns the evidence of subsequent ratification; it certainly looks as if the petitioner on learning the nature of the ceremony, had ratified it and only withdrew ratification because the respondent declined to consummate the marriage; his own letter suggests this. It may be replied, perhaps, that a marriage *void ab initio* cannot be ratified by any subsequent conduct which is not a compliance with the formal requirements of the Marriage Acts. Valid marriage requires two conditions (1) assent by the parties, and (2) a properly performed ceremony as required by law: the assent and the ceremony must be synchronous. Therefore the latter cannot be ratified by a subsequent assent. Certainly the case raises not inconsiderable difficulties.

HABEAS CORPUS.

De Mortuis Non Nisi Bonum.

A RECENT notorious episode has drawn attention to a very familiar rule of the Common Law, namely, that neither a civil action, nor a criminal prosecution, as a general rule, will lie against anyone who publishes a defamatory statement about a dead person. The exception occurs where the attack on a dead person necessarily implies an imputation upon living persons, *e.g.*, false aspersion of a dead woman's chastity may cast doubt on the legitimacy of living persons. It is difficult to see how defamation of a dead person could be made civilly liable in tort. For the gist of the action, which is a form of "Treapass on the Case," is damage done to the person libelled, actual or presumed; and it is not easy to see how such damage is possible after his death. The wrong done or *injuria* is not the trespass on an abstract entity called a man's "reputation," but the trespass on himself; the former has no existence in law, and the latter ceases to exist at death. Criminal libel, however, stands in a somewhat different category. Here the gist of the offence is the publication of a defamatory statement which is calculated to provoke a breach of the peace; it is not the *injuria* to the individual nor the *damnum* suffered by him, which the criminal law is concerned with, but the danger to the King's peace. Hence, libel of a class of persons is possible in criminal though not in civil law; and criminal libel, unlike civil, does not require publication to a third party. Indeed, in one celebrated case, the decision of a trial judge was upheld by an equally divided court of Crown Cases Reserved, to the effect that a private letter sent to a young lady in answer to an advertisement of hers, asking for employment and offering her the post of mistress to the writer of the letter, was a criminal libel, since it assumed the existence of a doubt as to the lady's honour, and therefore was calculated to promote a breach of the peace.

Notwithstanding many plausible arguments, however, which may be put forward in favour of elevating into the criminal category attacks on the character of dead persons, there are many difficulties in the way. To begin with, there is the question of time. An attack on the character of someone who died last year is obviously one thing, whereas a denunciation of PONTIUS PILATE or TIBERIUS or MESSALINA is a different affair altogether. But the period of limitation in such a case would be extremely difficult to fix, and absurd instances would soon accumulate. Morever, it is extremely undesirable to hamper honest criticism of historical personages after they have passed out of time into eternity; the political creed of each succeeding age is built up very largely by frank criticism of statesmen not long dead. Thus, the Whig creed of the Reform Era was very largely created by the unhesitating criticism in MACAULAY'S Essays of the leading Tory statesmen in the closing decades of the Eighteenth century. More harm than good would be done if the world were deprived of such masterpieces as the essay on WARREN HASTINGS or on CLIVE or on SIR PHILIP FRANCIS (Junius) by fear of infringing a legal rule. After all, just as copyright in a man's work is limited to a fixed period of years after his death, the protection of a reputation can hardly claim a longer duration—a quarter of a century seems ample, yet this period would not be sufficient in the case of the late Mr. GLADSTONE who died in 1898.

On the whole, therefore, while every generous or chivalrous mind will deplore such lamentable abuses of the right of historical criticism as that contained in Captain PETER WRIGHT'S strange aspersion on the private character of the great Victorian Orator, it seems undesirable to extend the existing limits of the law of libel so as to bring within the net of actionable wrongs or of criminal offences, attacks on the character of dead persons. Good taste and decent feeling, indeed, can be relied on to prevent any serious abuse of the licence at present accorded by law. As a matter of fact it is not always easy to say what amounts to an attack on the character of the dead which will offend the susceptibilities of the living. Captain FITZROY, the Commander of the "Beagle" in which DARWIN voyaged round the world some ninety years ago, was a descendant of CHARLES II, by one of that merry monarch's courtly beauties, yet he was not really ashamed of his rather invidious royal descent, and probably his point of view, one of secret pride in his lineage, notwithstanding the reflection on a remote female ancestress, is rather the rule than the exception in all such cases.

SCRUTATOR.

Readings of the Statutes.

The Nine Acts and the New Law.

III.—The Law of Property Act, 1922: The Unrepealed Parts.

The machinery of the Act of 1922, so far as it relates to the new system of deducing title in the case of unregistered land, has now been briefly indicated. It will be summarized in more detail in a later article on the Law of Property Act, 1924. The ancillary parts of the Act of 1922 are not discussed here; their principles will be summarized in the articles dealing with the appropriate New Act in the series of seven consolidating statutes. Our only object in discussing the repealed part of the Act of 1922, just now, has been the convenient introduction it affords to the general plan of the later Acts. This scheme having now been indicated, we need not consider it in any further detail.

In the previous article we considered the Repealed Parts of the Act of 1922, since those provide a convenient introduction to the body of law now embodied in the seven Acts passed this year. In passing, it should be stated that the period of a mortgage by demise as provided in the new law to 3,000 years, not 2,000 as accidentally suggested in that article: but we do not know why so very long a period was adopted by the draftsman. *A priori* we should have expected 1,000 years, or the analogy of the time-honoured 999 years lease. The creation of mortgage by terms which enure for 3,000 years seems a somewhat curious forecast of the period of time over which any charge on property is likely to remain unsatisfied. Does it not give a certain sense of unreality to the scheme? It sounds rather like the famous £100,000 penalty clause in common money bonds which flourished in the days of Coke and Bacon.

In the present article we pass on to summarize that part of the Act of 1922, or the Amendment Act of 1924, which in the main is not repealed. This consists of Parts V, VI and VII, s. 145, of the Act of 1922, with the corresponding schedules in that Act and the equivalent portions of the Amendment Act of 1924. The subject-matter dealt with in those portions of the Act of 1922, relates to the Enfranchisement of Copyhold Tenures, the Extinction of Manorial Incidents, and the Conversion into terms of 2,000 years of Perpetually Renewable Leaseholds. The reason why these parts of the Act have not been repealed and replaced by corresponding sections in the Law of Property Act, 1925, would appear to be just this. The provisions of those parts are in their nature transitory; their effect will be nearly exhausted at the end of fifteen years from 1st January, 1926, when their work of conversion and transmutation will have been completed. Therefore it was not desirable to embody them in statutes intended to be in continuous operation ever afterwards.

Summary of Parts V, VI, and VII, s. 145.

Part V abolishes Copyhold Tenure. It preserves, however, the pecuniary benefit received by the Lords of the Manor and pending the extinguishment of those benefits, it provides for dealing with the land as freehold without prejudice to the rights of the Lord in those pecuniary benefits. For those he is to receive in due course, compensation in accordance with a scheme provided by the Act.

Part VI is the part of the Act which is directly concerned with the Extinguishment of the Manorial Incidents which disappears as the result of the Enfranchisement effected by Part V. It is therefore taken up almost entirely with providing various Modes of Extinguishment and with the Compensation provisions. It applies of course, not only to Manorial Incidents affecting Copyholds, but also to such incidents whenever they are present as a burden on freeholds. In both cases they will be finally at an end and compensated for in fifteen years after the Act comes into existence. The extinguishment may take place, either under the supervision of the Ministry of Agriculture and Fisheries, or without that supervision by agreement of the parties concerned. But two peculiarities of Feudal Tenure remain unaffected; Grand Sergeanty and Petty Sergeanty are permitted to remain. No doubt the trifling importance of those feudal survivals and their trifling character accounts for their escape from an otherwise sweeping débâcle of archaic and obsolete tenures.

Part VII, s. 145, provides for the conversion of Perpetually Renewable Leaseholds into long terms of 2,000 years. Perpetually Renewable Copyholds of course are enfranchised under Part V. Leases for life, as is well known to every conveyancer, are of two kinds, namely, freehold life-estates and life-leaseholds; the characteristic of the latter is that a rental is reserved; this reduces them from the status of freeholds to copyholds. Under the provision of Part VII, the latter class of lease for life, namely, those which are subject to a rent and therefore are not leaseholdings, are converted into terms of ninety years, determinable by notice after the death of the lessee, and the doctrine of *Interesse Termini* is *en passant* got rid of.

Extinguishment of Manorial Incidents.

The statutory provisions for the extinction of manorial incidents may be conveniently summarized as follows:—All those incidents, whether freehold or copyhold, are to be extinguished in accordance with a scheme provided in s. 138 (11) of the Act of 1922:—

(1) Upon the execution of an agreement in writing between the lord and the tenant providing compensation for extinction, provided such agreement is executed within ten years after the commencement of the Act.

(2) Upon the service by either lord or tenant of a notice on the other requiring the ascertainment of such compensation, provided such notice is served within ten years of the commencement of the Act, and provided that the lord cannot serve the notice till after the expiry of five years from that commencement.

(3) If no agreement or notice as under (1) and (2) has been served, then automatically upon the expiry of ten years from the commencement of the Act.

To the above general rule the Birkenhead Act, 1922, attaches two provisoes:—

(i) Manorial incidents due or enforceable *prior* to the date of extinction are not affected; and

(ii) The period of ten years may be extended by Order of the Minister of Agriculture and Fisheries where in any manor there are not less than 1,000 tenants affected by the manorial incidents, and either the lord or a majority (two-thirds) of the tenants apply for such an extension of time.

Extinction of Manorial Incidents by Agreement.

The extinction of Manorial Incidents by Agreement may take place in either of two alternative ways (Act of 1922, s. 13, sub-s. 8 (3)):—

(*a*) Under Part II of the Copyhold Act, 1894:—

This method only applies where the application to fix compensation is made by persons who would have been entitled to effect an enfranchisement under the Copyhold Act with the consent of the Minister under his powers conferred by Part II of that Act. But this method is not to be resorted to unless the Minister is notified that such a course is most convenient in all the circumstances of the case.

(*b*) Independently of the Copyhold Act:—

This method is available to the persons who on sale would be able to dispose of either (1) the manorial incidents or (2) the land subject thereto, as lord or tenant respectively.

A form of Compensation Agreement to be used in such cases is inserted in the Thirteenth Schedule to the Act of 1922.

Certain interests of the lord in the enfranchised land, *e.g.*, rights of common or sporting and market rights, are preserved notwithstanding the extinction of manorial incidents but the lord and the tenant may agree in writing, as part of the compensation agreement, that any right of the lord so preserved is to be treated as a manorial incident and extinguished as such.

EXTINCTION OF MANORIAL INCIDENTS BY NOTICE.

The only points which need be mentioned here in connection with the second alternative method of extinguishing manorial incidents, namely, the service of a notice requiring the ascertainment of compensation are these :—

(1) The notice may be served by either the lord or the tenant ;

(2) The notice must be served within ten years after the commencement of the Birkenhead Act, 1922 ;

(3) The tenant may serve the notice at any time after the commencement of the Act ;

(4) The lord can only serve the notice five years or later after the commencement of the Act ;

(5) The notice can be served either by—

(*a*) Delivery to any person on the premises, or

(*b*) Affixing it on a conspicuous part of the premises, where no person is found in occupation thereof.

AUTOMATIC EXTINCTION BY OPERATION OF LAW.

We have already seen that under s. 138 of the Act of 1922, in the absence of prior extinction, as the result of agreement or the notice, manorial incidents are automatically extinguished upon the expiration of ten years from the commencement of the Act. The right to compensation, however, is not thereby extinguished. At any time, after the expiry of ten and before the expiry of fifteen years, from the date of commencement, either the lord or the tenant can apply to the Minister of Agriculture and Fisheries for assessment of compensation under the Act. The compensation, which is secured by a terminable annual rentcharge, commences in such a case from the date of the application. If no application is made within the fifteen years' period just mentioned, no compensation is payable, and the right to compensation thereupon automatically lapses.

We do not propose to discuss in further detail the provisions of those Parts of the Act of 1922. They have been very fully discussed quite recently in the columns of THE SOLICITORS' JOURNAL (ante, see page 721), and are not of sufficient importance to justify the repetition of details already given, since their elucidation is purely a matter of detail and does not give any assistance in understanding the general principles of the New Conveyancing. With this brief notice of the unimportant parts of the Acts of 1922, then, we must pass on in our remaining articles to the Seven Acts of a consolidatory character which were enacted this year.

(To be continued.) RUBRIC.

A Conveyancer's Diary.

THE "CURTAIN CLAUSES" IN CONNECTION WITH PURCHASES.—III.

Overreaching of Annuities, etc.

"A limited owner's charge" means an equitable charge acquired by a tenant for life or statutory owner under the Finance Act, 1894, or any other statute, by reason of the discharge by him of any death duties or other liabilities, and to which special priority is given by the statute (Land Charges Act, s. 10). A "general equitable charge" means any other equitable charge which is not secured by a deposit of documents relating to the legal estate (for instance, an equitable mortgage without deposit of deeds), or does not arise or affect an interest arising under a trust for sale or a settlement and is not included in any other class of land charge (*idem*). Exactly how far-reaching this section will be found to be can only be ascertained by experience.

To make the provisions of the Land Charges Act fit in with s. 72 of the Settled Land Act, it is provided by s. 22 of the Land Charges Act, that the registration of any charge, annuity, or other interest under the Act (the Land Charges Act) is not to prevent the charge, annuity, or interest being overreached under any provision contained in any other statute, except where otherwise provided by that other statute.

Three Charges Void unless Registered.

It is not within the scope of this article to give a full list of the estates, charges and interests which will be void against a purchaser unless registered as land charges before the completion of the purchase, but the three following charges or obligations affecting land which will have to be registered should be specially mentioned, as they are new, that is to say :—

(i) Any charge acquired by the Commissioners of Inland Revenue for death duties leviable or payable on any death occurring after 1925 ;

(ii) A covenant or agreement restrictive of the user of freehold land entered into after 1925 ; and

(iii) Any easement, right or privilege over or affecting land created or arising after 1925 and being merely an equitable interest (Land Charges Act, s. 10).

So far as regards the following interests, created before 1926 (which accordingly are not within the provisions of the Land Charges Act), namely :—

(*a*) the benefit of any covenant or agreement restrictive of the user of the land ;

(*b*) any equitable easement ;

(*c*) the interest under a puisne mortgage within the meaning of the Land Charges Act unless and until acquired under a transfer made after 1925 ;

(*d*) the benefit of an estate contract, unless and until the same is acquired under a conveyance made after 1925 ;

a purchaser of a legal estate will only take subject thereto if he has notice thereof, and the same are not overreached under he provisions contained or in the manner referred to in s. 2 of the Act (the Act, s. 2 (5)).

A Reminder on Registration.

As regards registration generally, a purchaser will constantly have to bear in mind that it will constitute actual notice not only of the fact of the registration, but of the instrument or matter registered, to all persons and for all purposes connected with the land affected, so long as the registration remains in force (the Act, s. 198). But if an instrument or matter is void against a purchaser on the ground that it has not been registered, the fact that the purchaser had actual notice of the document or matter will not prejudice him (*idem*, s. 199). It will therefore be absolutely necessary after 1925 on every purchase or mortgage to make a search at the Land Registry. If the land is within the jurisdiction of a local deeds registry it seems that a purchaser need only search there for puisne mortgages, but as regards general equitable charges, restrictive covenants, equitable easements or estate contracts he must apparently search both at the Land Registry and at the local registry. For sub-s. (6) of s. 10 of the Land Charges Act, merely states that it shall be sufficient to register the last-mentioned matters at the local deeds registry. That is to say, it gives him the option of registering them at the Land Registry or at the local deeds registry, and a purchaser or mortgagee cannot, of course, tell which registry he will have selected. This appears to be very hard upon purchasers and mortgagees of land within local registries. It would be better if all these matters had to be registered in one or other of the registries so as to make it only necessary to make one search. As regards a *puisne* mortgage the language of the Act (s. 10, class C) is different. It seems to suggest that it cannot be registered at the Land Registry if it is registered at a local registry.

L. E. EMMET.

CASES OF TRINITY SITTINGS.

Court of Appeal.

In re **Pennington and Owen Limited.**

No. 1. 27th July, 1925.

COMPANY—WINDING UP—DEBT DUE TO MEMBER—ASSIGNMENT—JOINT DEBT BY THAT MEMBER AND ANOTHER TO COMPANY—CLAIM BY LIQUIDATOR TO SET OFF.

The principle established by the ruling in Cherry *v.* Boultbee, 4 *My. & Cr.*, 442, *that a person is not entitled to claim against a fund without being liable to bring into account his obligations towards that fund does not apply to a case where it is sought to set off a partnership debt due from two or more partners jointly against a claim by the assignee of one of those partners in respect of a sum due to the assignor in his personal and individual capacity.*

Appeal from a decision of Eve, J. Pennington and Owen, Limited was a company of two shareholders, Pennington holding 50,000 shares and Owen 5,000. The company was wound up, the liquidator making calls upon the uncalled capital to do so, and he admitted a proof in the winding up of £5,816 due to Owen. Previously to the company being registered, the two shareholders had been partners, and the liquidator found that the sum of £4,700 was owing to the company by the partnership. Owen had assigned his claim to £5,816 to an assignee, subject to a charge of £800, and the assignee claimed to be entitled to be paid the sum assigned, less the £800, and less the amount of any calls due from Owen in the winding up. The liquidator declined to pay, contending that he was entitled to set off the amount due from Owen as one of the partners owing money to the company. Upon an interlocutory summons in the winding up, Eve, J., upheld the view of the liquidator, and declined to order payment of the £5,816 until the facts had been fully elucidated, and Owen's obligations to the company ascertained. The assignee appealed. The court allowed the appeal.

POLLOCK, M.R., said that counsel for the liquidator had admitted that the sum due to Owen must be paid to his assignee unless the principle of *Cherry* v. *Boultbee, supra*, could be established, namely, that a man cannot claim upon a fund without making good the claims of that fund upon him. That principle had been applied in many cases, but best, perhaps, in *Turner* v. *Turner*, 1911, 1 Ch. 716, when Lord Cozens Hardy said: "I think that the more logical and correct mode of explaining that doctrine is this: You, the debtor, have in your hands part of the assets of the testator and you cannot claim any part of the assets of the testator, out of which, of course, your legacy must be paid, without bringing into the estate that portion which is now in your pocket; or, in other words, your legacy must be treated as paid *pro tanto* out of the assets of the testator which you have in your pocket." But that doctrine was only applicable where there was direct mutuality between the fund and the debtor. It did not apply to cases where the liability was to a person in his personal capacity, and an attempt was made to set off sums owing by that person and another in a joint capacity, and it had been decided that partnership debts were not joint and several, but joint debts only. It seemed to him (Pollock, M.R.) that *Cherry* v. *Boultbee, supra*, did not apply to such a case, and that it was impossible to extend its doctrine so far. In bankruptcy matters it was the same; mutual dealings could only be set off as between the same parties, and a joint debt could not be set off against a separate debt. Here the assignee of Major Owen was entitled to claim the £5,816, less the deductions to which he had agreed.

WARRINGTON, L.J., delivered judgment to the same effect.

COUNSEL: *Clayton*, K.C., and *St. John Field*, for the appellant; *B. A. Hall*, for the liquidator; *R. W. Turnbull*, for Pennington.

SOLICITORS: *Woolfe & Woolfe; Le Brasseur & Oakley.*

[Reported by G. T. WHITFIELD-HAYES, Barrister-at-Law.]

High Court—Chancery Division.

Lemon *v.* **Austin Friars Investment Trust Company Limited.**

Lawrence J. 30th June.

COMPANY—DEBENTURE—INCOME STOCK CERTIFICATES—CERTIFICATE OF INDEBTEDNESS—SUM CERTAIN PAYABLE OUT OF THREE-FOURTHS OF THE NET PROFITS—REGISTER OF DEBENTURES—INSPECTION—COMPANIES (CONSOLIDATION) ACT, 1908, 8 Edw. 7, c. 69, s. 102.

A certificate of indebtedness in a sum certain, payable out of a definite portion of the profits of a company, signed by the secretary of the company by order of the board of directors, being one of a series, is a debenture within the meaning of s. 102 *of the Companies (Consolidation) Act*, 1908, *and entitles the registered holder thereof to inspect the register.*

This was an action for a declaration that certain certificates were debentures within the meaning of s. 102 of the Companies (Consolidation) Act, 1908, and the matter came before the court on motions to restrain the defendant company from interfering with the plaintiffs in the exercise of their statutory right to inspect the register. The facts sufficiently appear from the head-note, and the judgment. The certificate provided, *inter alia*, that within two calendar months after the approval of the directors of the company three-fourths of the profits should be applied in payment off of the amounts remaining on the certificates *pari passu*, and that notice of the amount to be paid and the time and place of payment should be furnished to the certificate-holder and the conditions of the certificate provided, *inter alia*, that a register of the certificates should be kept at the company's offices, with the names, addresses and description of the holders.

LAWRENCE, J., in the course of his judgment, said the certificates in question are debentures within the meaning of s. 102 of the Companies (Consolidation) Act, 1908, and the register of the holders of those certificates kept by the company at their office in pursuance of clause 2 of the conditions to the benefit of which the holders are entitled, is a register of debenture-holders also within the meaning of that section. It is almost inconceivable that a three-fourths majority in value of the income stock certificate-holders should have it in their power to vary the terms on which the other holders acquired their shares, and at the same time that the company should have power to withhold from them inspection of the register. The objection which has been advanced for the respondents that the certificate does not on the face of it purport to be a "debenture" is not material if in fact the certificate is a debenture, and further that it does not purport to charge any specific assets of the company is not material. Even if there were no charge at all the certificate would yet be a debenture, but there clearly is a charge on three-fourths of the net profits of the company which are assets of the company, and whether the charge is a valuable one or not does not affect the question. The further objections that there was no acknowledgment of the debt *simpliciter* within the definition stated by Chitty, J., in *Levy* v. *Abercowe's Slate and Slab Co.*, 1887, 37 Ch. D. 260, because the acknowledgment of indebtedness only arose in the present case, in the event of profits being earned, and that the certificate did not charge but only earmarked the profits out of which the debt was to be paid cannot be supported. The points of similarity between the certificate and a debenture outweigh the points of dissimilarity enumerated by the respondents. The register is open to inspection by any holder of a certificate, and an order will be made against the respondents as asked by the notice of motion.

COUNSEL: *Jenkins*, K.C., *Sir Patrick Hastings*, K.C., *Jolly*, and *G. Ansley; Owen Thompson*, K.C., and *Sims.*

SOLICITORS: *Brighten & Lemon; J. D. Langton & Passmore.*

[Reported by L. M. MAY, Barrister-at-Law.]

Cases in Brief.

Grainger (Inspecter of Taxes) *v.* Maxwell and Others (Executors). { K.B. Division. Mr. Justice Rowlatt. 19th June.

Revenue—Income Tax—Exchequer Bonds—Bonds Disposed of before the commencement of the year of Assessment—Assessment of Income Tax on Bonds for Current Year—Tax not Payable on the Interest Received in preceding year.

Where a taxpayer has held Exchequer Bonds and War Stocks, but has disposed of the Exchequer Bonds before the commencement of the year of assessment, he is not assessable to income tax in respect of those bonds during the current year, and income tax is not payable by him on the amount of interest received from the bonds in the preceding year.

Facts.—Case stated by Income Tax Commissioners for Kensington Division.

The executors of Mrs. Maxwell, 12 Cadogan Gardens, appealed to the Commissioners against her assessment to income tax for the year 1920-21. She had been assessed under Case III of Schedule D of the Income Tax Act, 1918, in respect of dividends received in the year 1919-20 on Exchequer Bonds and War Stock, the tax on which had not been deducted at the source. In the year ended 5th April, 1920, Mrs. Maxwell held and was in receipt of income from, *inter alia*, Six per cent. Exchequer Bonds, Five per Cent. War Loan, 1929-47, and Five per Cent. National War Bonds, 1928. The said Exchequer Bonds were redeemed in February, 1920, and no interest was thereafter received therefrom, but Mrs. Maxwell continued to hold, and was in receipt of income from the War Loan and National War Bonds during the year ended 5th April, 1921. The assessment of £1,170 10s. in fact consisted of two parts: (1) Deposit interest £454, (2) interest on Exchequer Bonds and on securities issued under the War Loan Acts, 1914-17, £716 10s., being the respective amounts received by Mrs. Maxwell in the year ended 5th April, 1920 and the said item of £716 10s. included a sum of £300 interest from Exchequer Bonds and that such interest ceased on 2nd February, 1920. The Crown contended that the assessment was rightly made in the sum of £1,170 10s., being the full amount of interest arising within the preceding year. It was contended for Mrs. Maxwell that there could be no liability in the year 1920-21 in respect of interest on the said Exchequer Bonds as the source of income had ceased before the beginning of the income tax year 1920-21, and further that neither the receipt of interest from the said War Loan securities nor the holding of those securities in the year of assessment made Mrs. Maxwell liable to be assessed upon the said Exchequer Bond interest. The Commissioners were of opinion that, as the interest from Exchequer Bonds had ceased before the beginning of the year of assessment, the source of income had ceased and that Mrs. Maxwell could not be assessed on the sum representing such interest, and reduced the assessment accordingly to £870 10s.

The Crown appealed.

Case quoted:—

National Provident Institution v. *Brown*, 1921, 2 A.C. 222.

Decision.—Mr. Justice Rowlatt, dismissing the appeal of the Crown, delivered judgment to the following effect:—

It has been decided in the case of *The National Provident Institution* v. *Brown*, *supra*, that in assessing a person for income tax under Case III of Sched. D the liability to assessment depends on there being in the year of assessment profits of the kind assessed. The decision is that the liability depends on the existence of profits, and the amount received in the course of the preceding year does not arise for the purpose of measuring the taxpayer's liability where there is nothing in the year of assessment. That was a case of discount; the same principle had been applied in a case which came before his Lordship and went to the Court of Appeal—*Whelan* v. *Henning*, 41 T.L.R. 141, 1925, 1 K.B. 387—where the taxpayer was the owner of shares domiciled out of the United Kingdom. He continued to hold the shares, but where he received no profit in the year of assessment the Court of Appeal decided that he was not liable to tax.

The present was a case where Exchequer Bonds and War Stocks were held in the year preceding the year of assessment. The Exchequer Bonds had ceased to be held in the year of assessment, and the question arose whether, there being some income from the class "Exchequer Bonds and War Stocks" in the year of assessment, the whole income from that class in the previous year could be used as the measure of liability.

Under Case I (2) he did not know that it had ever been contended that where a man had carried on two trades and ceased to carry on one of them he could be taxed on the profits of the last year of his trading in the following year. So in the case of foreign possessions it had not been suggested that where a man had no foreign possessions in the year of assessment he could be taxed on the income of foreign possessions which he had had in the preceding year. But a man might have foreign possessions of different kinds or in different dominions. If he parted with some of those kinds the question had always existed, though as far as he (his Lordship) knew it had never been litigated, whether those he had parted with dropped out of the computation. He said nothing about that question. He had only to decide whether Exchequer Bonds and War Loan were to be lumped together for the purpose of r. 1 (*f*) of Case III. Mr. Hills had suggested that he ought to lump them together so far as they consisted of interest. But "interest" went not only outside this case, but outside this schedule; he found enormous difficulty in regarding "interest" as the category to be taken as the unit of measurement.

Was he to group Exchequer Bonds and securities issued under the War Loan Acts, 1914-17, together because they were named together in this rule? He did not think that particular form of printing helped him. He could only say that they were separately mentioned, and he thought that they should be treated as separate sources of income. He would ask, but would not reply to the question, whether "securities issued under the War Loan Acts, 1914-17," formed one category. But he thought the Commissioners were right in treating the Exchequer Bonds and the War Stocks as separate heads of income for tax purposes, and the appeal failed.

Counsel: Crown, *Sir Douglas Hogg*, K.C. (Attorney-General) and *Hills*; Respondents, *Latter*, *K.C.*, and *Cyril King*.

Solicitors: *Solicitor of Inland Revenue*; *Hunters*.

Scales (Inspector of Taxes) *v.* Atalanta S.S. Co. of Copenhagen, *nomine* Andorsen Becker and Co., Limited. { K.B. Division. Mr. Justice Rowlatt. 23rd June.

Revenue—Income Tax—Foreign Steamship Company—Assessable in Name of Shipbrokers Receiving Income—Insurance Moneys paid in England on Loss of Ships—Interest on same in Hands of Agents.

Where a foreign steamship company has been insured in England, and receives through its shipbrokers certain sums of money arising out of losses covered by these insurance policies, which moneys are paid in by the brokers to a separate account in their own name at their bankers,

Held, that the steamship company is assessable under the name of their brokers in respect of income tax on interest received upon these policy moneys.

Facts.—The facts are sufficiently indicated in the head-note and judgment.

Statutory enactment quoted :—

Finance (No. 2) Act, 1915, s. 31 (6): "Nothing in s. 41 of the Income Tax Act, 1842 (as amended by any subsequent enactment or by this section), shall render a non-resident person chargeable in the name of a broker or general commission agent, or in the name of an agent, not being an authorized person carrying on the non-resident's regular agency or a person chargeable as if he were an agent in pursuance of this section, in respect of profits or gains arising from sales or transactions carried out through such a broker or agent."

[Re-enacted by Income Tax Act, 1918.]

Case quoted :—

Grainger v. *Gough*, 1896, A.C. 325.

DECISION.—Mr. Justice ROWLATT delivered judgment in favour of the Crown to the following effect: The Crown appealed against a decision of the Commissioners for the General Purposes of the Income Tax Acts for the City of London by which they held that a Danish steamship company were assessable to income tax on the interest on insurance moneys for the years 1918 to 1919 and 1919 to 1920, paid in this country on the loss of ships, but that they were not assessable in the name of their shipbrokers, Messrs. Andorsen Becker & Co., who received the insurance moneys and paid them into a separate account at their bankers. The respondents, Messrs. Andorsen Becker & Co. were shipbrokers carrying on their business in London. They were assessed as the agents of the Atalanta Steamship Company, a foreign corporation, in respect of income tax on interest on bank deposits earned by the money of the Atalanta Steamship Company. The respondents collected the sums payable for losses incurred by the Atalanta Steamship Company, and placed it on deposit at their bankers by opening a deposit account in their own name, but earmarking it as the Atalanta Steamship Company's account. They had power to deal with the deposit, and the interest on it was placed to their credit, and they at once transferred it to the account of the Atalanta Steamship Company. The liability of an agent to be assessed on the income of his principal depended before 1916 on s. 41 of the Act of 1842, which, so far as was material for the present case, enacted that an assessment might be levied on "any factor, agent, or receiver, having the receipt of any profits or gains arising as herein mentioned, and belonging to such person" (the principal). Upon those words, although the point did not arise for decision, the well-known comment of Lord Herschell in *Grainger & Son* v. *Gough*, 12 T.L.R. 364; 1896, A.C. 325, might be referred to. Lord Herschell expressed the opinion that the words "having the receipt of any profits or gains arising as herein mentioned" limited the words "factor and agent" as well as "receiver," and he pointed out that some sense of limitation was to be expected, as it was not to be supposed that any agent was to be made responsible for the income tax of a foreign principal. Now, the limitation was removed by s. 31 (6) of the Finance (No. 2) Act, 1915, which sub-section was re-enacted by the Income Tax Act, 1918. If the limitation which Lord Herschell indicated was the only limitation it would seem that, subject to the sub-section, any factor, agent, or receiver would be liable for the income tax of a principal on money which accrued in this country. Looking at that sub-section it might have been apprehended that the result might have been contended to be that mere brokers, now that the limitation as to the receipt of profits was removed, might be charged in respect of any profits of their principals. Whatever the sub-section did, however, it did not cut down the original language of s. 41 of the Income Tax Act, 1842, except so far as it was amended. It was a limitation on the effects or anticipated effects of the amendment. Where an agent was found who received the profits of his principal, and who would have been assessed under s. 41 of the Act of 1842, the position of such agent remained untouched by subsequent legislation. What was the position in the present case? The respondents (the brokers) received money and became, for every possible purpose, the representatives of a foreign company in respect of the investment of the money and the receipt of interest on it. They put the money on deposit in such a way that it could be dealt with by them on their signature and the interest passed through their account. It was the simplest example of the case of an agent within s. 41 of the Income Tax Act, 1842, and s-s. (6) of the Finance (No. 2) Act, 1915, did not touch the matter at all. The appeal would be allowed, with costs.

COUNSEL: Crown, *Sir Thomas Inskip*, K.C. (Solicitor-General), and *Hills;* Respondents, *Konstam*, K.C., and *Bremner.*

SOLICITORS: *Solicitor of Inland Revenue; Wordsworth, Marr, Johnson & Shaw.*

Cases of Last Week—Summary.

Brooker, Dore & Co. v. Sheedy. Mr. Justice Shearman. 13th July.

This was an action between a firm of metal merchants and a firm of insurance brokers, in which the former sought to recover from the latter £1,082 14s. in respect of principal, interest and costs due under an arbitrator's award, dated 27th June, 1924. The action had reference to dealings on the London Metal Exchange. The defendant had purchased quantities of metal from the plaintiffs. The contracts between the parties purported to provide for arbitration in case of disputes. The defendant now denied that he had agreed to submit the matter to arbitration, and further pleaded that the contracts were gaming and wagering contracts which, therefore, were not enforceable by legal process.

According to counsel for the plaintiff's opening speech, it appears that the methods of dealing by members of the London Metal Exchange are different from those of the Stock Exchange, of which it is an offshoot. It is an open market for four kinds of metal, namely, tin, copper, lead and spelter, and its dealings have become of international importance. Many millions of pounds' worth of metal are bought and sold there. At the close of the market, which lasts a little more than an hour every morning, the committee publish the closing prices. A number of gentlemen meet in a room, in the middle of which is a circular iron railing. Within this enclosure are chairs, upon which sit members of the Exchange—dealers who are prepared to sell metal. Behind each dealer stands his clerk. For ten or five minutes there is a "ring" for the sale of one of the four metals, and then another metal is offered. At midday there are eight successive rings.

His lordship, in giving judgment, said that the plaintiffs were right in their contention. The London Metal Exchange was not a collection of bookmakers who gambled, but consisted of members who entered into genuine bargains for the sale and purchase of metals. The universal practice and legitimate business of the Exchange was that if a sale were made to a person outside, the seller immediately entered into a corresponding real contract with a member of the Exchange which protected and bound him, and practically put him into the position of broker in relation to the client outside. The defendant got inflamed with the idea that the Metal Exchange was a kind of Tom Tiddler's Ground and that anybody who had £50 to risk could pick up a lot of money. Accordingly he determined to have a little flutter and the result was disastrous to him. The real essence of the transaction between the parties was that it entitled them to claim delivery of the property, and the contract represented a real transaction to that effect. There was a binding contract which called for arbitration, and the plaintiffs were entitled to judgment for the amount of the award, with costs. Judgment was entered accordingly, with interest from the date of the award.

COUNSEL: Plaintiffs: *Willes;* Defendant: *Sergeant Sullivan* and *Healy.*

SOLICITORS: *Linklaters & Paines; MacDonnell & Co.*

Roffe and Raphael *v.* **Beecham. Mr. Justice Sankey. 14th July.**

In this action a firm of importers and collectors of antique carpets, rugs, and tapestries, sued Lady Beecham, the wife of Sir Thomas Beecham, for £425, the price of two carpets sold to her. The issues turned on whether Lady Beecham had pledged her personal credit, as the plaintiffs alleged, or had ordered the goods as agent for her husband, as she alleged, either under her general authority as his wife or under a specific authority for the purpose of furnishing a house he intended to purchase which he had given her in writing, but afterwards had purported to revoke.

According to the evidence of the plaintiffs, which the trial judge accepted, Lady Beecham had ordered the goods on her own account, and had never shown them any authority in writing from her husband. She had asked them to reduce their prices, and they had agreed to do so in return for cash down. She promised them a cheque, which they did not receive. They then asked for return of the goods. Two or three days later Lady Beecham's secretary telephoned them, said Lady Beecham had decided to keep the rugs she had selected, and told them to send in the bill to Sir Thomas Beecham at the Ritz Hotel. The plaintiffs replied to the effect that Sir Thomas Beecham had denied responsibility, and that they had looked all along to Lady Beecham for payment. Proceedings with reference to the authority as between Sir Thomas and Lady Beecham were pending in the Chancery Division.

The defendant pleaded that in March of this year it was agreed between her husband and herself that she should purchase the lease of a house known as No. 19, Grosvenor-square, S.W.; that she was to select and purchase at his expense such goods as she desired to furnish the house; and that her husband also gave her a general authority, in supplement of her agency of necessity, in the following terms: "28th March, 1925. This is a general authority to Lady Beecham to select and purchase such goods as she may desire.—Signed, Thomas Beecham." In purchasing the goods for the price of which she was being sued, the defendant alleged that she acted as the agent of her husband, and never attempted to pledge her own credit. Sir Thomas Beecham purported to cancel the authority on 30th April, 1925.

Mr. Justice SANKEY said this case must be decided on the particular facts proved in evidence. If the evidence of Mr. Roffe was accepted, it was clear that Lady Beecham made the contract on her own behalf and pledged her own credit. If the evidence given for the defendant was relied on Lady Beecham would be entitled to judgment. He did not say that Lady Beecham had deliberately said what was untrue, but having seen the parties in the witness-box he accepted the evidence given for the plaintiffs, and judgment would be entered for them with costs. A stay of execution was granted.

COUNSEL: Plaintiffs: *Le Quesne*, K.C., and *Goodman*; Defendant: *Neilson*, K.C., and *Melville*.

SOLICITORS: *Hicks, Arnold & Bender; Clifford Turner and Hopton.*

Rule *v.* **Papazian. The Lord Chief Justice with a Special Jury. 14th July.**

This case is noted here because of the public interest which necessarily attaches to the facts out of which it arose. Lieutenant-Colonel John Allen Rule, the plaintiff, claimed damages for alleged libel and slander from Mr. M. P. Papazian. The defences pleaded were justification and privilege. The plaintiff did not appear at the trial, and in his absence accordingly judgment was entered for the defendant. The Lord Chief Justice, in dismissing the action with costs, suggested that the facts might be of sufficient interest to the authorities to call for some investigation in the public interest.

At the hearing counsel for the defendant stated that he had received a letter from Messrs. Edmond O'Connor and Co., the plaintiff's solicitors, saying that no further applications to the court in the case were to be made on behalf of the plaintiff, and that any application made by the defendant would not be opposed. The action was brought for an alleged libel in a letter dated 4th September, 1924, written by Mr. Papazian to a Mr. G. Vallein in France. That letter referred to a consignment of wines and spirits to the West Indies, Halifax, Canada, on the high seas outside thirteen miles of the American coast, in which Lieutenant-Colonel Rule and Mr. Papazian were both interested. Piracy of the goods was committed. Certain men, one of whom was introduced by Lieutenant-Colonel Rule, went on board the ship, entered the cabin where the captain and officers were, pointed revolvers at them, took possession of the ship, unloaded the cargo into boats, and then left. It was alleged that this piracy was engineered by Lieutenant-Colonel Rule, against whom a claim was afterwards made in the American Courts. They did not think, however, that those proceedings were genuine. Later, Mr. Papazian wrote to Mr. Vallein a letter, in which he said that Lieutenant-Colonel Rule had "profited by having had his (Mr. Papazian's) goods stolen, because there was no possible doubt that it was Rule who introduced his accomplices on board." Lieutenant-Colonel Rule also alleged that Mr. Papazian had repeated the allegation verbally, but that Mr. Papazian denied.

COUNSEL: Defendant, *Sir Henry Maddocks*, K.C., and *St. John Field*.

SOLICITORS: *J. J. Edwards & Co.*

Lemon and Another *v.* **Austin Friars Investment Trust Limited. Court of Appeal. 14th July.**

In this case the Court of Appeal affirmed a judgment of Mr. Justice Lawrence to the effect that income stock issued by a company with a charge on its profits for repayment is a debenture within the meaning of s. 102 of the Companies (Consolidation) Act, 1908, so that therefore the company cannot lawfully refuse inspection of the register of such stock to any qualified holder.

The "Lord Strathcona." Mr. Justice Hill. 15th July.

In this action, which after judgment in default in favour of the plaintiffs had been stayed on the intervention of a third party, who put in a claim *in rem* against the ship, Mr. JUSTICE HILL now dismissed with costs the application of the intervener. The circumstances of the application are of great interest.

The Old Colony Trust Company, of Boston, U.S.A., on 26th January, 1925, obtained judgment by default, pronouncing for the validity of their mortgages on the steamship "Lord Strathcona," and an order for the appraisement and sale of the vessel by the Marshal. The order for sale was, however, afterwards stayed on the intervention of the Dominion Coal Company, who claimed that their charter of the vessel still subsisted, and that the mortgagees, having had notice of this charter before taking the mortgage, could only sell subject to the rights of the charterers, and asked for a declaration that a charter-party dated 14th July, 1914, made between them and the Lord Curzon Steamship Company, the then owners of the steamship, "Lord Strathcona," was still binding and subsisting, and for an injunction restraining the Lord Strathcona Steamship Company, Limited, the present owners of the vessel, and others from dealing with the vessel in any way inconsistent with the rights of the interveners under the charter-party.

Mr. Justice HILL, in a considered judgment, said that it was not necessary to decide the important point of law whether a mortgagee who, before taking the mortgage, had knowledge of a charter, could take possession of and sell the ship without regard to the interest of the charterer, because he had come to the conclusion upon the facts that the financial position of the mortgagor was such that even if the mortgagee had not taken possession the mortgagor could not have carried

out the contract and performed the charter. The order for sale must, therefore, proceed.

SOLICITORS: *Ince, Colt, Ince & Roscoe; W. A. Crump and Son.*

Jones *v.* **Tall. Court of Appeal. 15th July.**

This was a Workmen's Compensation case in which the employer appealed from a decision of Judge Ivor Bowen in the Shropshire County Court. A deceased workman's daughter was the applicant for compensation as a dependant of her father, whom the county court judge had held was killed in the course of his employment. The deceased workman had lost his life in endeavouring to rescue from a coal-pit a fellow-workman and adopted son who lost his life in the course of searching for a forgotten tool. The Court of Appeal, overruling the county court judge, held that the accident did not arise out of the employment since the accident was quite outside the duties laid down for Jones, and was therefore not covered by s. 7 of the Act of 1923.

The Court consisted of THE MASTER OF THE ROLLS, Lord Justice WARRINGTON and Lord Justice SARGANT.

COUNSEL: *Dale* and *Howard; Jones*, K.C., and *Haslam.*
SOLICITORS: *F. J. Berryman; Sharpe, Pritchard & Co.*

Thorn *v.* **Madden. Mr. Justice Tomlin. 17th July.**

In this suit Mr. Justice Tomlin held that the reception of paying guests as a regular practice, even although only friends or persons recommended by friends are so received, is a breach of a covenant in the lease of a dwelling-house restraining the use of the house for the purpose of any trade or business, or otherwise than as a private dwelling-house or professional residence only.

A dwelling-house in Chelsea had been let to the defendant, Mrs. Madden, for a term of seven years at the yearly rental of £180. The lease contained (*inter alia*) the following covenants, which in fact corresponded to covenants in the landlord's own head-lease, the premises being leasehold:—

(1) To maintain and keep the dwelling-house in good and substantial repair and condition, and particularly to paint all the outside parts of the house usually painted in the month of May, 1924 and subsequently in the same month in every third year of the term;

(2) Not at any time during the said term to "use or permit the said dwelling-house and premises to be used for the purpose of any trade or business whatsoever . . . or otherwise than as a private dwelling-house or professional residence only."

The plaintiffs brought this action for an injunction to restrain the defendant from "using or permitting to be used the premises for the purpose of the business of a boarding-house or of letting lodgings, and /or of receiving lodgers and /or paying guests, or of any trade or business, or otherwise than as a private dwelling-house or professional residence only," and damages for breaches of covenant in reference to the repair of the premises. By her defence, the defendant admitted that in order to meet rents, rates and outgoings, she had taken and was taking friends and others as paying guests who had been secured by private notifications and never by public announcement of the address of the premises, but denied that this constituted a breach of the covenant in the sub-lease.

The following cases were quoted in argument:—

German v. *Chapman*, 1877, 7 Ch. D. 271.
Hobson v. *Tullock*, 1898, 1 Ch. 724.
Porter v. *Gibbons and Barrett*, 1904, 48 SOL. J. 559.
Tompkins v. *Rogers*, 1921, 3 K.B. 94.

Mr. Justice Tomlin gave judgment in favour of the landlord's claim for an injunction against keeping paying guests, but stayed the injunction until the next quarter day so far as the existing paying guests were concerned. Certain repairs falling on the tenant had not been carried out, and an enquiry as to damages was ordered in respect of these. The writ had also claimed some arrears of rent, but these had now been paid. On the main issue, namely, the question whether there had been a breach of the covenant not to use the premises "for the purpose of trade or business" or "otherwise than as a private dwelling-house or professional residence," his lordship delivered judgment to the following effect: He had to determine whether on the facts anything was being done which constituted a breach of the covenants in the sub-lease. This case had been fought upon the admission in the defence. The only additional matters in evidence were a letter which had been referred to and the evidence of one witness to the effect that as many as six or seven guests were at the house in August last and four in November last, and that there were about three bedrooms available for guests. Further, most of the guests were charged a weekly sum for board and residence and took their meals with the defendant and her family. When, as here, a lady was of set purpose occupying a house which was beyond her means, and, for the purpose of supplementing her means and continuing to live in the house, she was securing visitors to come and live there for long or short periods upon payment of sums for board and residence, it was almost impossible to say that the house was being used as a private dwelling-house only.

It seemed to him that the house was being used by her in precisely the same way as one who kept a lodging-house or a boarding-house, although there might be some difference in the exact methods employed. Further, when the receiving of paying guests was done as a permanent process and the house was kept available for the accommodation of any approved person who was prepared to pay, it fell into the category of a business. It was not like a case when the owner of a house, having a friend who occasionally wished to come and pay him a visit, and said he could not afford to keep him, but would be delighted to have him if he would pay for his keep. It was not a necessary quality of a business that it should be advertised in an obtrusive manner. All that was necessary was to take steps to secure the necessary customers, and it was plain from the letters that had been referred to that the defendant was prepared to take the necessary steps for that purpose. Further he, his lordship, did not think it could make any difference that only persons known personally to the defendant or recommended by those who were known to her were received.

It followed that there had been a breach of both branches of the covenant—that was, the covenant not to use the dwelling-house "for the purpose of any trade or business" and the covenant against using it "otherwise than as a private dwelling-house or professional residence only." There must be an injunction granted following the language of the covenant in the sub-lease, but he would stay the injunction so far as the existing guests were concerned until over the next quarter day, 29th September next.

COUNSEL: Plaintiff, *Gavin Simonds*, K.C., and *Baden Fuller*; Defendants, *Ross-Brown*, K.C., and *Cockshutt.*
SOLICITORS: *Holt Beever & Co.; Slaughter, Colegrave* and *Cockshutt.*

Moul *v.* **Shepcott. Mr. Justice Eve. 17th July.**

This was a motion to commit for contempt the person held responsible for publishing in the *Cornish Times* an article dealing with the *Steam Roundabout Case*, at present pending in Mr. Justice Eve's court. The defendant pleaded that he was under the impression the matter had been disposed of finally, and this explanation was accepted by the learned judge, who, however, held that in the circumstances there must be an order for costs against the respondent.

COUNSEL: *Vaisey*, K.C., and *Elverston; Roope Reeve*, K.C., and *Turner.*
SOLICITORS: *Elvy Robb & Welch; Robbins, Olivey and Lake.*

The Solicitors' Bookshelf.

Mews' Digest. Second edition. Under the general editorship of Sir ALEXANDER WOOD RENTON, late Chief Justice of Ceylon, and S. E. WILLIAMS Barrister-at-Law. Vol. II, Bankruptcy; Vol. III, Barrister—Common. Sweet and Maxwell Ltd.; Stevens & Sons; The Solicitors' Law Stationery Society Ltd.

We reviewed so recently and so fully Vol. I of the new edition of Mews' Digest, that we will not weary our readers with a long notice of the second and third volumes. We must point out, however, that the publishers have adhered to their time-table, and brought out the second two volumes wthin two months of the first, as promised. It is entirely devoted to that vast branch of practice, as it nowadays has become, which took its origin in the famous Statute against Fraudulent Conveyances of 13 Eliz., and the very ancient case thereon, *Twyne's Case*, which adorns so conspicuously every edition of "Smith's Leading Cases." As practitioners in the Bankruptcy Courts well know, a bankruptcy motion may raise intricate and subtle questions requiring knowledge of legal principles of every conceivable kind: torts, contract, property, trusts, equities. Not every point decided in the Bankruptcy Court is a point of Bankruptcy Law or Practice. It therefore requires judgment to know when to select and when to omit decisions of that kind. The editors, here, have shown their usual discrimination and good sense.

The third volume covers a varied field. There are cases relating to Barristers and decisions on the Law of Commons. Bye-laws, Building Societies, Bills of Exchange, and Bills of Sale have each large allotments of space. Cattle, Charities and Carriers, are also favourites of litigation: together they fill a score of columns. Even the Cinematograph has its set place, a sure sign that no branch of law, however novel, has been overlooked by the editors, in their search for cases to classify.

Local Government, 1924. Edited by ALEXANDER MACMORRAN, K.C., assisted by F. A. ALLWORTH, M.B.E. Butterworth & Co. 42s. net.

This is a useful summary of every "act and event in the law" during the year to which the work relates which is of importance to the Local Government practitioner. It comprises statutes, orders, circulars, memoranda, cases, and departmental decisions. The matter is arranged in alphabetical order, and under the heading of each topic there follows in sequence the information available under each of these categories. For example, in the case of "Food Control" there appear, first, a reference to the relevant statutes (which, however, are printed elsewhere), then some departmental orders, circulars, and memoranda, while the whole is concluded by headnotes on three recent cases, *Hawes* v. *Stephens*, 1924, 2 K.B. 179; *Robertson* v. *McKay* (a Scots case), and *Swift & Co.* v. *Board of Trade*, 1924, 93 L.J., K.B. 529. The accuracy and completeness of the work, of course, require no authentication beyond the fact that it is produced by Mr. MacMorran, K.C.

Butterworth's Rating Appeals, 1913-1925. 2 Vols. By E. GIBBS KIMBER, Barrister-at-Law. Butterworth & Co. 50s. net.

Mr. Kimber is to be congratulated on having produced a book for which in certain quarters there has been a long-standing need. This book consists of a careful report of all the leading cases in Rating Law and Practice decided between the years 1913 and 1925. It is carried out much in the style of Butterworth's Workmen's Compensation Cases, which long ago became the authoritative set of Reports on their own branch of law. The present book is a continuation of the Rating Reports, edited first by Mr. Ryde and afterwards by Mr. Konstam.

Problems of Peace and War. Vol. 10 of the Grotius Society Transactions. Sweet & Maxwell, Ltd. 7s. 6d. net.

This volume represents papers read and discussions held at meetings of the Grotius Society last year. It contains an interesting note on German *post-bellum* mentality by Mr. Gooch, an appreciation of the late Dr. Ernest Schuster, K.C., and several other interesting notes or essays. Unlike so many volumes of learned Society "Transactions," it has the merit of being beautifully printed on artistic paper.

The Rent and Mortgage Interest Restriction Acts, 1920 to 1925. 4th Edition. By ARCHIBALD SAFFORD, Barrister-at-Law. Sweet & Maxwell. 7s. 6d. net.

Mr. Safford's work on the Rent Restriction Acts now appears in its fourth edition. The growth of cases has rendered a new edition necessary, as well as the enactment of two new statutes in 1923 and 1924 which modify in detail the previous Act, while at the same time its duration is extended until 25th December, 1927. Amongst the new cases may be remarked that of *Hyman* v. *Steward*, decided only on 8th May of this year; so that Mr. Safford is well up to date. But, indeed, the former editions of Mr. Safford's book have been so favourably reviewed in THE SOLICITORS' JOURNAL, and his own contributions to our columns upon this subject are so familiar to our readers, that it is not necessary to do more than just add that the present edition is prepared with the same care which has marked its predecessors.

Sanger on Will and Intestacies. Second Edition. By C. P. SANGER, Barrister-at-Law. Sweet & Maxwell, Ltd. 12s. 6d. net.

Mr. Sanger is one of the courageous band who have not feared to tackle the "New Law of Property" in the form of text-book exposition, even at the hazard of making those mistakes which are inevitable to the pioneer in the interpretation of new legislation. The Old Law and the New Law appear in this short treatise side by side. Part I contains in fourteen chapters the gist of the law relating to the rule in *Shelley's Case*, Perpetuities, Mortmain, and many other matters which under the New Law will in some cases be ultimately swept into oblivion. Part II deals with the special case of Intestacies. Here it sets out both the Old Rules and the New. The work, we scarcely need say, is executed with all Mr. Sanger's well-known exacitude and scholarly finish. It should prove very useful.

The Settled Land Act, 1925. With Notes, Introduction and Index. By W. H. AGGS and H. W. LAW, Barristers-at-Law. Sweet & Maxwell, Ltd.; Stevens & Sons. 5s. net.

Mr. Aggs has prefaced this short edition of the new Settled Land Act with an introductory note explaining the statute and has added a number of useful notes and references.

THE LATE MR. JOSIAH LONGLAND.

The death has taken place recently at Warrington of Mr. Josiah Longland, senior partner in the firm of Longland and Stansfield, solicitors, Egypt Street, Warrington. Mr. Longland was 73 years of age. A native of Northampton, Mr. Longland came to Warrington as a young man, and was articled to Messrs. White & Nicholson, for some years acting as their managing clerk. He was admitted in 1887, and a short time afterwards left them to practise alone, being joined in partnership a few years ago by Mr. F. O. Stansfield. He took a great interest in education, serving for many years as a co-optative member of the education committee and sat upon the school management sub-committee. He was a member of the Hill Cliffe Baptist Church, of which he was also a trustee, and took an active interest in politics, until quite recently occupying the position of chairman of the Stockton Heath Liberal Association. He leaves a widow but no children.

New Rules.

COUNTY COURT, ENGLAND.

PROCEDURE.

(*Continued from p.* 749.)

(4) *Applications relating to Trust Fund.*]—An application to the Court in relation to the investment transfer or application of or dealing with the said trust fund may be made on payment of the prescribed fee (if any) by or on behalf of any person interested in accordance with the County Court Rules as to interlocutory applications.

(5) ***Costs in County Court.***]—With regard to any costs or expenses of or in connection with any of the matters referred to in Rules 2, 3 or 4 of this Order, the Judge or registrar, as the case may be, may if he thinks fit direct that any of such costs or expenses be paid out of the said trust fund or any part thereof and that any investments be sold for that purpose.

(6) *Costs in High Court.*]—Where directions are given by the High Court for any costs to be paid to a solicitor out of the money recovered in the action or matter, the amount of such costs if not paid before transfer to the County Court shall, after the receipt of the Taxing Master's or District Registrar's certificate, and on application in that behalf to the Court by the solicitor, be paid out of the said trust fund and any investments may be sold for that purpose if the Judge, or in his absence the registrar, think fit.

(7) *Production of Documents.*]—The Court may at any time require any next friend, guardian *ad litem*, committee or widow, as the case may be, to obtain and produce the writ pleadings and any other documents used in the action or matter in the High Court."

13. Paragraph (4) of Rule 1 of Order XLIA shall be annulled.

14. In Rule 7 of Order XLIB the words "and upon the payment of the fee of one shilling" shall be omitted.

15. Rule 19 of Order XLIII shall be annulled.

16. In Rule 11 of Order XLV the words "fee of one shilling" shall be omitted and the words "prescribed fee" shall be substituted therefor.

17. Rules 13, 14, 15 and 16 of Order XLVIII shall be annulled.

18.—(a) In Rule 2 of Order LIII, after the words "been so taxed," there shall be inserted the words "the bill of costs shall be lodged for taxation within four days after the said day, unless the Court otherwise directs, and"

(b) The said Rule 2 as amended shall be numbered as paragraph (1), and at the end thereof there shall be added the following paragraph which shall stand as paragraph (2):

"(2) Any solicitor who shall fail to leave his bill of costs (with the necessary papers and vouchers) within the time or extended time fixed by the registrar for that purpose, or who shall in any way delay or impede the taxation, shall, unless the registrar otherwise directs, forfeit the fees to which he would otherwise be entitled for drawing his bill of costs and for attending the taxation."

19.—(1) Rule 14 of Order LIV shall be annulled, and the following Rule shall be substituted therefor:—

"14. Before any of the documents mentioned in Part V of the Appendix is issued by the registrar, it shall be sealed with the seal of the Court."

(2) At the end of the Appendix, there shall be added a Part to be called Part V, which shall be as follows:—

"PART V.

Documents requiring the Seal of the Court.

1. The forms numbered as follows in Part I of this Appendix:—

2, 8 (1), 8A, 9, 9A, 19, 20, 21, 22, 22A, 23, 25, 44, 46, 47, 51, 56, 57, 58, 59, 61, 62, 64, 77, 81, 90, 91, 92, 93A, 94, 96, 100, 102, 105, 106, 108, 118, 120, 123, 124, 126, 127, 128, 129, 131, 132, 134, 134A, 134B, 137, 144, 144A, 144B, 144C, 145, 146, 147, 148, 149, 150, 151, 151A, 152, 153, 154, 155, 157, 158, 159, 160, 161, 162, 163, 164, 165, 167, 168, 169, 173, 173A, 175, 177, 178, 181, 182, 183, 184, 186, 187, 189, 190, 191, 191A, 193, 194, 195, 197, 199, 199A, 201, 202, 206, 207, 208, 209, 210, 212A, 213, 214, 215, 216, 217, 218, 219, 220, 221, 223, 224, 225, 227, 231, 232, 233, 238, 238A, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 275, 277, 278, 283A, 283C, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 300A, 300B, 302, 304, 305, 306, 307, 308, 309, 310, 314, 315, 316, 317, 318, 321, 323, 326, 327, 328, 329, 330, 331, 334, 335, 337, 342, 343, 345, 346, 347, 348, 349, 351, 355, 356, 357, 359, 360, 361, 362, 363, 364, 365, 366, 367, 370, 371, 372, 377, 384, 385, 386, 393, 394, 395, 396, 397, 399, 403, 408, 412, 413, 425, 425A, 428, 430, 431, 432B, 433, 434, 435, 438, 439, 440, 441, 444, 445 and 457.

2. The forms numbered as follows in the Appendix to the Consolidated Workmen's Compensation Rules, July, 1913, as amended:—

20, 24, 28, 30, 32, 35, 45, 48, 50, 51, 63, 64, 70, 72, 74, 77 and 78.

3. The forms numbered 11 and 12 in the Schedule to the Regulations dated June 21, 1907, made by the Secretary of State and the Treasury under section 8 of the Workmen's Compensation Act, 1906.

4. The forms headed F and G in the Schedule to the Regulations, dated December 17, 1923, made by the Secretary of State and the Treasury under Schedule I and Schedule II of the Workmen's Compensation Act, 1906.

5. The forms numbered as follows in the Appendix to the County Court (Registration Appeals) Rules, 1918.

6, 7, 8 and 12.

6. The forms numbered as follows in the Appendix to the Increase of Rent and Mortgage Interest (Restrictions) Rules, 1920, as amended:—

1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16.

7. The forms numbered as follows in the Appendix to The Bankruptcy (Administration Order) Rules, 1902, as amended by the Bankruptcy (Administration Order) Rules, 1914:—

3, 4, 4A, 4B, 5, 7, 8, 9, 13, 14, 15, 16, 16A and 18.

8. The forms numbered as follows in the Appendix to the Companies (Winding-Up) Rules, 1909, as amended:—

3, 4, 5, 10, 15, 16, 18, 28, 31, 32, 39, 40, 49, 54, 57, 61, 68, 69 and 106.

9. The forms numbered as follows in the Appendix to The Tithe Rentcharge Recovery Rules, 1891, made by the Lord Chancellor under section 3 of the Tithe Act, 1891:—

4, 8, 9, 11, 13, 14, 18, 21, 22, 23, 24, 25, 26, 27, 29, 30, 32 and 35.

10. The forms numbered 1 and 3 in the Second Schedule to the Lunacy Act, 1890.

11. The forms numbered P.1, P.2, P.7 and P.9 in the Schedule to the Mental Deficiency Act Provisional Regulations, 1914, made by the Secretary of State under the Mental Deficiency Act, 1915.

12. The forms numbered 2, 4, 5 and 6 in Appendix B to the Rules of the Court of Survey, 1876, made by the Lord Chancellor under section 9 of the Merchant Shipping Act, 1876.

13. The forms numbered 11 and 12 in the Appendix to the Deeds of Arrangement Rules, 1915.

14. Such of the forms in the First Appendix to the Bankruptcy Rules, 1915, as have usually been sealed in pursuance of Rule 14 of those Rules."

20. In Part I of the Appendix, after Form 6, there shall be inserted the following new form which shall stand as Form 6A.

"6A.

PRÆCIPE FOR EJECTMENT OR POSSESSION SUMMONS.

Action brought under Section 59, 138 *or* 139 *of the County Courts Act*, 1888.

IN THE COUNTY COURT OF HOLDEN AT

No. of Plaint.

ORDER V., Rules 4-7, 12.

Two copies of the Plaintiff's accounts or particulars of claim are required before a summons can be issued, and if there are two or more Defendants to be served, two additional copies for each additional Defendant.

PLAINTIFF'S Names in full, Residence or Place of Business, with No. of House.	cupation or Description of Next Friend.
Occupation or Description.	If Plaintiff is Assignee, state that fact, and Name, Address and Description of Assignor.
If Plaintiff is an Infant required to sue by a Next Friend, state that fact, and Names in full, Residence or Place of Business, and Oc-	If the Plaintiffs are Co-partners suing in the name of their Firm, add ("*Suing as a Firm*").

DEFENDANT'S Surname, and (where known) his Names in full; his Residence or Place of Business, and (where known) Name of Street and No. of House.	Whether Male or Female, and if known, whether of full age or not, and, if Female, whether married, single, or a widow.
	General Occupation or Description.

If the Defendants are sued as Co-partners in the name of their Firm, or a Person carrying on Business in a Name or Style other than his own Name is sued in such Name or Style, add ("*Sued as a Firm*").

If a Company registered under the Companies (Consolidation) Act, 1908, is Defendant give Address for service, and describe it as "*being the Registered Office of the Company.*"

		£	s.	d.
WHAT THE CLAIM IS FOR:— Recovery of possession of	Rent (*or* and Mesne Profits) claimed for a period from			
Section 59:	——19 to ——19			
The last rent paid for the said premises (is not known) *or* was £ : : per	Fee for issuing Plaint			
The weekly value of the said premises is estimated at £ : :	Solicitors Costs —			
Section 138:				
The said premises were let on a tenancy (at £ : : per , which has been duly determined by a notice to quit (*or* has expired).				
The Plaintiff also claims rent (*or* and Mesne Profits) in respect of the said premises.				

Solicitor's Name and Address."

21. In Part I of the Appendix, after Form 22, there shall be inserted the following new form which shall stand as Form 22A.

"22A.

ORDINARY SUMMONS.

REGISTRAR'S COURT.

[*Heading as in Form* 22.]

(*a*) [Issued by leave of the Judge [*or* Registrar].]

You are hereby summoned to appear at a County Court to be holden before the Registrar only at on the day of at the hour of in the noon to answer the Plaintiff to a claim, the particulars of which are hereunto annexed. [*Where the amount of the claim does not exceed forty shillings*, after 'claim' *strike out the words* 'the particulars of which are hereunto annexed,' *and state shortly the substance of the claim.*] *

* Insert this when necessary:

	£	s.	d.
Debt or Claim ..			
Costs of Plaint ..			
Solicitor's Costs ..			
Total amount £			

Take Notice that if you desire to have this Action tried by the Judge you may give notice to the Registrar of such desire and in that case the Action will be tried by the Judge on another day of which you will be informed, but if notice of such desire is given by you later than four clear days after the receipt of this notice you may be ordered to pay any costs properly incurred by the Plaintiff in consequence of your having failed to give notice within the time mentioned.

Dated this day of

To the Defendant.

N.B.—If you owe the Money and will consent to a Judgment, you will save half the Hearing Fee.

See BACK.

[*Indorsement as in Form* 22.]"

22. In Form 176 in Part I of the Appendix the two paragraphs commencing "And I undertake" and ending "of this summons" shall be omitted, and the following paragraph shall be substituted therefor:—

"I am aware that, if I do not prove to the satisfaction of the Court at the hearing that the judgment debtor has, or has had since the date of the judgment (*or* order), the means to pay the sum in respect of which he has made default, and that he has refused or neglected or refuses or neglects to pay the said sum, I may have to pay the costs of this summons."

23. In Part I of the Appendix, after Form 457, there shall be inserted the following new forms which shall stand as Forms 458 and 459 respectively.

"458.

Application by Registrar for transmission to County Court of sum paid into High Court for benefit of infant; person of unsound mind; or widow.

In the County Court of
holden at

In the matter of the Administration of Justice Act, 1925.

In the matter of an action [*or* matter] in the High Court of Justice.

19 . (Letter).....No.....

Between

Plaintiff,

and

Defendant.

Pursuant to an order of dated the day of , 19 , made in the above action [*or* matter], directing the transfer to this Court of the sum of £ : : paid into the High Court for the benefit of the above-mentioned ,

I hereby request that the said sum may be transmitted to this Court by cheque payable to the order of "The Registrar of the County Court at ," and crossed to the account of the County Court at , at the Branch of the Bank.

Dated this day of , 19 .

Registrar.

To the Paymaster-General,
Royal Courts of Justice,
London, W.C.2.

or

To the District Registrar,
High Court of Justice,
District Registry.

459.

Notice by Registrar to party interested of transfer from High Court of sum paid for benefit of infant; person of unsound mind; or widow.

In the County Court of
holden at

In the matter of the Administration of Justice Act, 1925.

In the matter of an action [*or* matter] in the High Court of Justice.

19 . (Letter).....No.....

Between

Plaintiff,

and

Defendant.

Take notice that pursuant to an order of dated the day of , 19 , made in the above action [*or* matter], the sum of £ : : , paid into the High Court for the benefit of the above-mentioned has been transferred to this Court to be invested, applied, or otherwise dealt with for the benefit of the said person [*or* persons] as this Court in its discretion shall think fit.

The said sum has, after deduction of £ : : , the prescribed fee for investment, been invested in the name of the Registrar of this Court in the Post Office Savings Bank.

Application as to the mode of dealing with the sum so invested may be made to this Court by or on behalf of the said at any time on notice of the application being given to the Registrar.

Dated this day of , 19 .

Registrar.

To (†)

24. Rule 22 of the County Court (Registration Appeals) Rules, 1918, shall be annulled.

I allow these Rules, which shall come into force on the 1st day of October, 1925.

Dated the 13th day of July, 1925.

Cave, C.

(†) Next friend; guardian ad litem; Committee; or widow.

Parliamentary News.

CHILD ADOPTION COMMITTEE REPORT.

The first report of the Child Adoption Committee, appointed by Mr. Arthur Henderson in April 1924, to examine the problem from the point of view of possible legislation, has been issued as a White Paper.

In an introductory paragraph, the committee, the chairman of which was Mr. Justice Tomlin, point out that "adoption—*i.e.*, a legal method of creating between a child and one who is not the natural parent of the child an artificial family relationship analagous to that of parent and child, is unknown to English law, and it is impossible under the law as it stands to-day for a natural parent voluntarily to divest himself of his rights and liabilities in respect of his child." The report points out that the people wishing to get rid of children are far more numerous than those wishing to receive them, and goes on to state:—"The advocates of adoption fall roughly into two groups. In the first group are those who, pointing to the existence of a number of adoptions in fact, that is to say, cases where persons have taken over and are bringing up as their own the children of others, hold that as the law stands (*a*) such persons and others who may follow their example cannot have sufficient security against interference on the part of the natural parents who have *de facto* surrendered their rights or abandoned their children; and (*b*) the position of the child adopted, and perhaps also of the adopting parent, needs defining and strengthening, not only from the legal but also from the social point of view, and that if these ends could be attained there would be found an increasing number of people ready to adopt children for whom the natural parents are unable or unwilling to provide. The second group comprises those whose eyes are fixed upon the evils which result from traffic in children, and who believe that the establishment of some form of legal adoption would diminish those evils."

The remedy, in the committee's view, lies not in the introduction of a legal system of adoption but in the strengthening and improvements of statutes such as the Children Act, 1908, but as the matter under the second group falls within the terms of a new reference to the committee, made only in March last, it will form the subject of a subsequent report. With regard to the first group, however, the committee express the opinion that a case exists for an alteration in the law whereby it should be possible, under proper safeguards, for a parent to transfer to another his parental rights and duties, or some of them. But various considerations justify the conclusion that if there is to be legal transfer of those rights and duties, it should be one which receives some form of judicial sanction.

JUDICIAL SANCTION.

Discussing the practical difficulties of the question, the committee say it would be easy to give jurisdiction to the High Court, and the report proceeds:—

"If that jurisdiction be assigned to the Chancery Division of the High Court, there is machinery through which, and there are officers by whom, it will be possible to secure that all relevant information is placed before the court; that the interests of the infant are adequately and independently represented; and that the court is put in a position to exercise a true judicial discretion in the matter. But the High Court is not sufficiently accessible to all whose cases will require to be dealt with; there must be available as an alternative some local jurisdiction. The two local tribunals at hand are, on the one hand the county courts, and on the other hand the magistrates. There are difficulties in assigning the work to either of these tribunals. In most cases the matter will come before the court on an application to sanction an agreement between the natural parent and the proposed adopter; there will be nobody independently representing the child, and, unless the court is equipped, as is the High Court, with the necessary machinery and officials, it will not be in a position adequately to secure the existence of the conditions proper to found a judicial decision. The county courts are not equipped with the machinery or officers available in the High Court. The other alternative, the magistrates, meets with some opposition on the grounds that it is undesirable that matters of this sort should be brought before a tribunal which deals with criminal matters."

The committee, after a reference to juvenile courts, say they consider the work could be done more appropriately by the magistrate than by the county courts. Whichever be the tribunal selected it is, in order to make the judicial sanction a real adjudication and not a mere registration of the will of the parties respectively seeking to part with and take over the child, important, the Committee think, that in every case there should be appointed some body or person to act as guardian *ad litem* of the child with the duty of protecting the interests of the child before the tribunal.

LAW OF SUCCESSION.

Reviewing the rights, duties and liabilities in relation to guardianship, custody and maintenance the Committee say:—"We think that in introducing into English law a new system it would be well to proceed with a measure of caution and, at any rate in the first instance, not to interfere with the law of succession. The child, in English law, has no absolute right to succeed to any part of the parents' property . . . Again, with regard to marriage, we are against the introduction of artificial prohibition. The blood tie cannot be severed; the existing prohibitions arising thereout must remain, and it is repugnant to common sense to make artificial offences the result of a purely artificial relationship. The relationship of guardian and ward does not to-day preclude inter-marriage, and the adopting parent will only hold the position of a special guardian. We therefore recommend that legalized adoption should have no effect in this regard at all."

Before the final order of adoption is made, the committee recommend that there should always be a probationary period of such length, not exceeding in any case two years, as the tribunal shall fix.—*The Times.*

Obituary.

[Notices intended for insertion in the current issue should reach us on Thursday morning.]

MR. WILLIAM SAVAGE.

For upwards of fifty years an assistant in the office of the Clerk to the Liverpool Magistrates Clerks' office, a familiar figure has passed away in the person of Mr. William Savage, who died recently at his residence, 14, Prospect-drive, Newsham Park, at the ripe age of eighty-one. Mr. Savage served under four stipendiary magistrates, and on 10th October 1912, he was presented with a silver tray in honour of his half century's service at an assembly of magistrates and members of both branches of the legal profession. Mr. Savage retired in 1913, but resumed office again during the war in consequence of the depletion of the staff through military calls. He was a prominent figure in Liverpool Masonic circles, having been a mason and an officer for about fifty-five years. He was a Past-Master of the Liverpool Dramatic Lodge No. 1609, of which he was treasurer for forty years.

MR. L. CALDECUTT.

Mr. Leicester Caldecutt, solicitor, senior partner in the firm of Messrs. Sedgley Caldecutt & Co., of King-street, Knutsford, died unexpectedly at Leicester recently, where he was spending a part of his annual holiday. He was for many years clerk to the Knutsford Justices, and also held the appointments of Clerk to the Visiting Committee of H.M. Prison, Clerk to the Commissioners of Taxes for the Division of Bucklow East, Clerk to the Lady Jane Stanley's Charity, to the Acton's and Mainwaring's Charities, and to the Trustees of the Nether Knutsford Freeholders' Fund, Clerk to the Antrobus Charities, and Agent to the Dean and Chapter of Christ Church College, Oxford. Admitted in 1892, Mr. Caldecutt was very well known in the district, having been connected for a considerable time with Cheshire public and political bodies. He was a prominent Freemason.

MR. J. H. PAWSON.

The death has occurred at Doncaster of Mr. James Henry Pawson, solicitor, who held the appointments of Registrar of the County Court and Clerk to the Dun Drainage Commissioners. At the first court held recently since the death of Mr. Pawson, Judge Turner paid a public tribute to the able and conscientious way in which Mr. Pawson had consistently discharged his responsible duties. On behalf of those practising in the court, Mr. Stewart (barrister-at-law), and Mr. Frank Allen (solicitor) feelingly associate themselves with his Honour's remarks and expressed their sorrow at the loss of so courteous an officer.

MR. FRANCIS BRANDT.

Mr. Francis Brandt, barrister-at-law, died recently at Cheltenham aged 85. Mr. Brandt joined the Indian Civil Service, eventually became Judge of the High Court of Madras, and after his retirement was for a short time Professor of Oriental Languages at Cambridge. He was for three years a member of the Oxford University Cricket Eleven.

Legal News.

Appointments.

[Notices intended for insertion in the current issue should reach us on Thursday morning.]

Mr. HAROLD B. WILLIAMS, who was recently appointed Assistant Solicitor in the office of Mr. T. W. Weeding, Clerk to the Surrey County Council, has had conferred upon him by the Senate of the University of London the Degree of Doctor of Laws for a thesis on the subject of English Local Government from a legal standpoint.

Mr. HARRY T. RINGROSE, solicitor (who has for some time been acting as Deputy Clerk) has now been appointed Clerk to the Bourne (Lincs.) Urban District Council in succession to the late Mr. S. R. Andrews.

Mr. GILBERT D. WANSBROUGH, a member of the firm of Messrs. Wansbroughs, Robinson, Taylor & Taylor, solicitors, of Bristol, has been appointed by the Lord Chancellor a Commissioner to Administer Oaths. Mr. Wansbrough was admitted in November, 1914.

Mr. CHARLES CARNEGIE BROWN, Barrister-at-Law (Solicitor-General of the Gold Coast), has been appointed a Circuit Judge in Ashanti and the Northern Territories of the Gold Coast. Mr. Brown was called by Lincoln's Inn in 1910.

Mr. CHARLES SQUIRE, solicitor, Registrar of Leicester, Ashby-de-la-Zouch and Loughborough County Courts, has been appointed Registrar of Market Bosworth County Court.

Mr. W. E. ADAMS, solicitor (of Messrs. Grey & Wilcox, Birmingham), has been appointed Assistant Solicitor in the office of Mr. Hugh Royle, Town Clerk of Hammersmith.

Mr. C. P. CHARLESWORTH, solicitor, Registrar of the Bradford Keighley and Skipton County Courts and District Registrar of the High Court at Bradford, has been appointed Registrar of the County Court of Settle (Yorks.) in the place of the late Mr. G. M. Robinson. Skipton is to be the principal court, and Settle the local court in the combined Skipton and Settle district.

Wills and Bequests.

Mr. Harry Horsman Collinge, solicitor, of Colchester (junior partner in the firm of Messrs. F. S. Collinge & Co., of 146 High Street, Colchester), left estate value £1,065.

Mr. John Henry Davidson, J.P., solicitor, of the firm of Messrs. Branson & Son, of 9, Bank Street, Sheffield, left estate of the value of £2,766.

Sir Robert Fulton, K.C., of The Cottage, Sheringham, Norfolk, for 22 years Recorder of the City of London, who died on 25th June last, aged 79, left unsettled property of the gross value of £26,973. He left (*inter alia*) £200 to his former clerk, Frederick Goode.

Gray's Inn.

The "Bacon" Scholarship of 1925 (£100 a year for three years) has been awarded to Mr. R. G. MCKERRON, of Oriel College, Oxford.

The "Holt" Scholarship (£80 a year for three years) has been awarded to Mr. W. I. JENNINGS, of St. Catharine's College, Cambridge.

CHILD ADOPTION COMMITTEE REPORT.

The second report of the Child Adoption Committee is issued as a Parliamentary paper (Cmd. 2,469, price 3d. net).

In submitting the report to the Home Secretary, the Committee, the chairman of which was Mr. Justice Tomlin, state that their object is to submit a draft Bill embodying the recommendations made in their first report (a summary of which appeared in *The Times* of 5th May). They explain that the draft Bill does not contain any provision directed to the suggestions as to death duties contained in the first report, as this is a matter of finance. Further, the Committee have not thought it proper to introduce any provision relating to cases of legitimation, having regard to the Bill dealing with this matter already before Parliament.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4½%. Next London Stock Exchange Settlement. Thursday, 13th August, 1925.

	Middle Price. 5th Aug.	Interest Yield.	Yield with Redemption.
English Government Securities.		£ s. d.	£ s. d.
Consols 2½%	56¼	4 8 0	—
War Loan 5% 1929-47	100$\frac{5}{16}$	4 19 6	5 0 0
War Loan 4½% 1925-45	95½	4 14 0	4 18 0
War Loan 4% (Tax free) 1929-42 ..	100¼	3 19 0	4 0 0
War Loan 3½% 1st March 1928 ..	97⅜	3 12 0	5 1 0
Funding 4% Loan 1960-90	88⅜	4 10 6	4 12 0
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years ..	91¼	4 7 0	4 10 0
Conversion 4½% Loan 1940-44 ..	95⅝	4 14 6	4 17 0
Conversion 3½% Loan 1961	77¼	4 11 0	—
Local Loan 3% Stock 1921 or after ..	65¼	4 12 0	—
Bank Stock	249½	4 16 0	—
India 4½% 1950-55	89½	5 0 6	5 4 6
India 3½%	67	5 4 6	—
India 3%	58	5 3 6	—
Sudan 4½% 1939-73	93¼xd	4 16 0	4 18 0
Sudan 4% 1974	86⅞	4 12 0	4 17 0
Transvaal Government 3% Guaranteed 1923-53 (Estimated life 19 years) ..	79¼	3 15 0	4 11 0
Colonial Securities.			
Canada 3% 1938	80½	3 15 0	5 0 0
Cape of Good Hope 4% 1916-36 ..	91½	4 8 0	5 2 0
Cape of Good Hope 3½% 1929-49 ..	78	4 10 0	5 2 6
Commonwealth of Australia 4½% 1940-60	97⅞	4 17 0	4 18 0
Jamaica 4½% 1941-71	93½	4 16 0	4 17 6
Natal 4% 1937	91½	4 7 6	4 17 6
New South Wales 4½% 1935-45 ..	92½	4 17 6	5 2 6
New South Wales 4% 1942-62	82⅜	4 16 6	5 0 0
New Zealand 4½% 1944	94xd	4 16 0	5 0 0
New Zealand 4% 1929	96	4 3 6	5 3 0
Queensland 3½% 1945	75⅜	4 12 6	5 9 0
South Africa 4% 1943-63	85½xd	4 13 6	4 17 6
S. Australia 3½% 1926-36	85	4 2 6	5 7 6
Tasmania 3½% 1920-40	82½xd	4 4 6	5 3 0
Victoria 4% 1940-60	86	4 14 0	4 18 0
W. Australia 4½% 1935-65	92	4 18 0	5 0 0
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corpn.	63	4 15 0	—
Bristol 3½% 1925-65	74⅜	4 14 0	5 0 0
Cardiff 3½% 1935	87½	4 0 0	5 1 6
Croydon 3% 1940-60	68⅛	4 8 6	5 0 0
Glasgow 2½% 1925-40	76½	3 5 6	4 12 0
Hull 3½% 1925-55	77	4 11 0	4 19 0
Liverpool 3½% on or after 1942 at option of Corpn.	74	4 14 6	—
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	53½xd	4 13 0	—
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	63½xd	4 15 0	—
Manchester 3% on or after 1941 ..	63	4 15 6	—
Metropolitan Water Board 3% 'A' 1963-2003	63¼	4 14 6	4 16 6
Metropolitan Water Board 3% 'B' 1934-2003	63¾xd	4 14 0	4 15 6
Middlesex C.C. 3½% 1927-47	80	4 7 6	5 0 0
Newcastle 3½% irredeemable	73½	4 15 0	—
Nottingham 3% irredeemable	63	4 15 0	—
Plymouth 3% 1920-60	67¼	4 8 0	4 16 6
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture ..	81¼xd	4 18 0	—
Gt. Western Rly. 5% Rent Charge ..	99xd	5 1 0	—
Gt. Western Rly. 5% Preference ..	95½	5 5 0	—
L. North Eastern Rly. 4% Debenture ..	79½	5 1 0	—
L. North Eastern Rly. 4% Guaranteed	76½	5 4 0	—
L. North Eastern Rly. 4% 1st Preference	70½	5 14 0	—
L. Mid. & Scot. Rly. 4% Debenture ..	81½	4 18 0	—
L. Mid. & Scot. Rly. 4% Guaranteed ..	80½	4 19 6	—
L. Mid. & Scot. Rly. 4% Preference ..	74½	5 7 6	—
Southern Railway 4% Debenture ..	81½	4 19 0	—
Southern Railway 5% Guaranteed ..	99	5 1 0	—
Southern Railway 5% Preference ..	92½	5 8 0	—